

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

FARM CREDIT LEASING SERVICES CORPORATION

PLAINTIFF,

V.

NO. 4:19-cv-00280-KGB

TODD WELDON SMITH,

DEFENDANT

**RESPONSE TO PLAINTIFF'S MOTION
TO COMPEL WITH BRIEF INCORPORATED**

Comes the Defendant, Todd Weldon Smith, and for his response, states:

1. Attached as Exhibit A is Defendant's response to Plaintiff's discovery.
2. Attached as Exhibit B is the February 6, 2020 letter to Plaintiff from Defendant supplementing Defendant's discovery.
3. Attached as Exhibit C is Defendant's expert witness report.

INTRODUCTION

4. That Plaintiff filed suit against Defendant on a contract where the subject tractor was not delivered. Defendant's counterclaim sets out how Plaintiff is mistaken in this case.
 5. That Plaintiff has not provided one document in discovery. Defendant has a pending motion to compel before this Court.
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6. That attached as Exhibit D is the Plaintiff's answers to Defendant's second set of discovery in which Plaintiff objected to every question and did not answer. These are the same questions Plaintiff sent to Defendant.

ARGUMENT

7. That Defendant has answered the discovery the best he can at this point.

REQUESTS FOR PRODUCTION

8. Request No. 4 has been answered per Defendant's counsel's letter of February 6, 2020.

9. Defendant answered Request No. 5 the best he could.

10. Defendant answered Request No. 6 the best he could.

11. Request No. 7 was answered in the February 6, 2020 letter. It is also important to note that CoBank owns Farm Credit Leasing so Plaintiff has this information much better than Defendant.

12. Request No. 8 - Defendant cannot answer this question any better. He cannot manufacture what he does not have.

13. Request No. 9 - Defendant supplemented the answer.

14. Request No. 10 - Defendant answered the question.

15. Request No. 11 - Defendant answered the question.

16. Request No. 12 - Defendant does not have any new information.

17. Request No. 13 - Defendant has supplemented his answer and provided letters from the U.S. Attorney. It is important to note that Plaintiff already has the information because its counsel was involved in filing claims with the U.S. Attorney in Mississippi on behalf of Plaintiff.

Defendant will agree to produce documents as they are discovered. See Exhibit E which was provided to Defendant which is a letter from the U.S. Attorney in Mississippi to Defendant.

18. Request No. 14 - Defendant has no idea what is relevant to his claims or affirmative defenses because Plaintiff will not answer Defendant's discovery. Further, this Court makes a determination of what is relevant.

INTERROGATORIES

19. Defendant has answered Interrogatory No. 2 the best he can.

20. Defendant cannot answer Interrogatory No. 4 without guessing. Defendant cannot anticipate what the correct answer is.

21. Defendant cannot answer Interrogatory No. 9 any better. He did not sign the lease on August 1, 2017.

22. Defendant cannot answer Interrogatory No. 20 any better.

23. Defendant cannot answer Interrogatory No. 22 any better. Defendant also did not receive the subject tractor he is being sued for breach of contract as set out in Defendants counterclaim.

24. Defendant cannot answer Interrogatory No. 23 any better. All Plaintiff's counsel had to do is look at the May 10, 2018 letter from Defendant's former counsel Scott Bles attached to Defendant's discovery.

25. Interrogatory No. 24-27 should be denied as written. Defendant cannot anticipate what Plaintiff is really asking. Does counsel for Plaintiff expect Defendant to guess what the discovery question really means? Furthermore, Defendant can only respond to discovery question asked.

CONCLUSION

Plaintiff does not abide by the Federal Rules of Discovery. Defendant has not received one document from Plaintiff and Defendant has provided much information to Plaintiff. Further, it is important for the Court to understand that CoBank owns Farm Credit Leasing. This means all the bank statements Plaintiff is asking for it already has because CoBank sent them to Defendant. Plaintiff's motion should be denied or at least stayed until Plaintiff answers Defendant's first and second sets of discovery.

WHEREFORE, Defendant requests this Court deny Plaintiff's motion to compel, and for all other proper relief, including attorney's fees.

Respectfully submitted,

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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS**

**FARM CREDIT LEASING SERVICES
CORPORATION,**

Plaintiff,

Case No. 4:19-CV-280-KGB

VS.

TODD WELDON SMITH,

Defendant.

**RESPONSE TO PLAINTIFF'S FIRST SET OF INTERROGATORIES,
REQUESTS FOR PRODUCTION OF DOCUMENTS AND REQUESTS FOR
ADMISSION TO DEFENDANT TODD WELDON SMITH**

Comes the Defendant. Todd Weldon Smith, and for his response to Plaintiff's First Set of Interrogatories, Requests for Production of Documents and Requests for Admission, states:

INTERROGATORIES

1. State the full name, current address, date of birth, employer and title, and relationship with Defendant of the person or persons providing information used in responding to these Interrogatories.

RESPONSE: Todd Weldon Smith, 138 Baxley Rd., McRae, AR 72102; DOB: [REDACTED]; self-employed farmer.

2. Identify each person or entity known to you to have knowledge of any facts relating in any way to any issue, contention, claim, or defense in this action or otherwise having knowledge of the subject matter of this action, and for each such person or entity, state in detail the matters concerning which each person identified has knowledge; describe in detail their relationship to Plaintiff or Defendants, and give their addresses.

RESPONSE:

Charles Schindler, Delta Southern Chemical LLC, currently awaiting sentencing after pleading guilty for fraud committed against myself and others in the financing of farm equipment; United States v. Charles Schindler; Case No. 2018R00070 and Court Docket No. 19-CR-00001.

Philip Levy, Asst. United States Attorney, Northern District of Mississippi; United States v. Schindler; Case No. 2018R00070 and Court Docket No. 19-CR-00001; Office: 662-234-3351; Mobile: 662-701-9183; Philip.Levy@usdoj.gov .

Shannon (Anna) Wright; FBI, United States v. Schindler Case No. 2018R00070 and Court Docket No. 19-CR-00001; Office: 662-232-3321; Mobile: 662-701-7109; sswright@fbi.gov.

Jorge Torres; US Dept of Justice, Victim Witness Coordinator, United States v. Schindler; Case No. 2018R00070 and Court Docket No. 19-CR-00001; US Dept of Justice, Northern District of Mississippi; 900 Jefferson Ave., Oxford, MS 38655; Phone: 662-234-3351; Fax: 662-234-0657.

James Roach; AVP, Workout Officer; Special Assets Department; Bank of West; 2014 Deutz Fahr 7250 tractor S/N: WSXV910200LD10089, Dealer Delta Southern Chemical Company, LLC, Charles Schindler.; 475 Sansome St., 19th Fl., San Francisco, CA 94111; Office 415-217-4293; Fax: 402-918-8064.

Connie Weaver; SR Bankruptcy & Litigation Specialist; DLL Financial Solutions; Phone 515-251-2806; Cell: 515-537-6122; Fax: 515-344-5833; connie.weaver@dllgroup.com .

Eric Schoe; DLL Financial; 318-458-9129.

Plaintiff's witnesses.

Defendant Todd Weldon Smith.

3. Please identify each person or entity you intend to call as a witness at the trial of this matter.

RESPONSE: See Response to Interrogatory No. 2.

4. Please identify any and all documents, written materials and/or communications that relate in any way to or contain facts or opinions related to the claims raised in the Verified Complaint and/or the defenses raised by the Defendant in this matter.

RESPONSE: I have no idea how to answer this question.

5. State whether Todd Weldon Smith entered into a Lease Agreement with Farm Credit Leasing on July 24, 2017.

RESPONSE: No. I did not sign on July 24, 2017.

6. State whether the document attached as Exhibit 1 to the Complaint and also attached hereto as Exhibit 1 (defined therein as the "Master Lease") is a full, true and correct copy of that contract, and, if not, describe in detail all respects in which the instrument differs from the Master Lease.

RESPONSE: No. I did not sign.

7. State whether the document attached as Exhibit 2 to the Complaint and also attached hereto as Exhibit 2 (defined therein as the "88777 Schedule") is a full, true and correct copy of that 88777 Schedule, and, if not, describe in detail all respects in which the instrument differs from the 88777 Schedule.

RESPONSE:

8. State whether the document attached as Exhibit 3 to the Complaint and also attached hereto as Exhibit 3 (defined therein as the "88777 Financing Statement") is a full, true and correct copy of that Financing Statement, and, if not, describe in detail all respects in which the instrument differs from the Financing Statement (the Master Lease, 88777 Schedule and Financing Statement are referred to jointly as the "Master Lease Documents").

RESPONSE:

9. State whether the document attached as Exhibit 4 to the Complaint and also attached hereto as **Exhibit 4** (defined therein as the "16538 Lease") is a full, true and correct copy of that 16538 Lease, and, if not, describe in detail all respects in which the instrument differs from the 16538 Lease.

RESPONSE: I did not sign on August 1, 2017.

10. State whether the document attached as **Exhibit 5** to the Complaint and also attached hereto as Exhibit 5 (defined therein as the "Participation Certificate") is a full, true and correct copy of that Certificate, and, if not, describe in detail all respects in which the instrument differs from the Participation Certificate.

RESPONSE: I have no idea what Exhibit 5 is. It is not mine.

11. State whether the document attached as Exhibit 6 to the Complaint and also attached hereto as **Exhibit 6** (defined therein as the "16538 Financing Statement") is a full, true and correct copy of that Financing Statement, and, if not, describe in detail all respects in which the instrument differs from the Financing Statement (the Master Lease, 88777 Schedule, 16538 Lease and Financing Statements are referred to jointly as the "1658 Lease Documents").

RESPONSE: I have never seen this document before and the date does not match any other date.

12. State whether the document attached as **Exhibit 7** to the Complaint and also attached hereto as Exhibit 7 (defined therein as the "Notice of Default") is a full, true and correct copy of that Notice, and, if not, describe in detail all respects in which the instrument differs from the Notice of Default.

RESPONSE: No. My name was forged. I never had tractor 1109 and 0724 was forged.

13. State whether the document attached as Exhibit 8 to the Complaint and also attached hereto as **Exhibit 8** (defined therein as the "Delivery Certificate") is a full, true and correct copy of that Certificate, and, if not, describe in detail all respects in which the instrument differs from the Delivery Certificate.

RESPONSE: No. I did not sign.

14. State whether you possess a Deutz Fahr Agrotron Tractor(s).

RESPONSE: No.

15. If you do possess a Deutz Fahr Agrotron Tractor(s), identify it by model and serial number and specify when and how it came into your possession.

RESPONSE: Not applicable.

16. Describe in detail the circumstances in which you signed the Lease Documents, including, but not limited to, the time, date and place you signed the Lease Documents and identify any and all persons who were present when you signed the Lease Documents.

RESPONSE: I did not sign.

17. State whether you failed to perform any of your obligations under the Lease Documents at the time appointed for their performance, and, if so, set forth a description of each obligation that you did not perform; and the date when the performance was due according to the Lease Documents.

RESPONSE: I did not fail to perform but your employee formed by name and signed the documents and back-dated the documents.

18. State whether you claim that you were excused from performing any of the obligations under the Lease Documents, and, if so, for each excuse, state the facts constituting the excuse; the date and duration of each fact; and whether it was possible for you to perform your obligation despite these facts, and, if so, describe in detail how your performance would be made more expensive, time-consuming or difficult by reason of these facts.

RESPONSE: I did not have to perform because I did not sign.

19. State whether you informed Farm Credit Leasing of any reason for your non-performance under the Lease Documents, and, if so, state the date when you informed the plaintiff; the manner in which you informed the plaintiff; the name and address of each person having knowledge of your communication; the substance of your communication; and whether any written record was made of the communication to Farm Credit Leasing and, if so, provide the identity of the record, the name and address of the present custodian of each record, and attach a copy of each record to your answers to these interrogatories.

RESPONSE: I did not have to perform because I did not sign.

20. Describe in detail the circumstances in which you signed the 1658 Lease Documents, including, but not limited to, the time, date and place you signed the 1658 Lease Documents and identify any and all persons who were present when you signed the Lease Documents.

RESPONSE: I did not sign on that date. Your employee changed the date.

21. State whether you failed to perform any of your obligations under the 1658 Lease Documents at the time appointed for their performance, and, if so, set forth a description of each obligation that you did not perform; and the date when the performance was due according to the 1658 Lease Documents.

RESPONSE: No, because it is fraudulent.

22. State whether you claim that you were excused from performing any of the obligations under the 1658 Lease Documents, and, if so, for each excuse, state the facts constituting the excuse; the date and duration of each fact; and whether it was possible for you to perform your obligation despite these facts, and, if so, describe in detail how your performance would be made more expensive, time-consuming or difficult by reason of these facts.

RESPONSE: Yes, because it is back-dated, forged and not enforceable.

23. State whether you informed Farm Credit Leasing of any reason for your non-performance under the 1658 Lease Documents, and, if so, state the date when you informed the plaintiff; the manner in which you informed the plaintiff; the name and address of each person having knowledge of your communication; the substance of your communication; and whether any written record was made of the communication to Farm Credit Leasing and, if so, provide the identity of the record, the name and address of the present custodian of each record, and attach a copy of each record to your answers to these interrogatories.

RESPONSE: Yes, by my attorney.

24. Identify how and when Plaintiffs first entered into a business transaction with Delta Southern.

RESPONSE: I have no idea. I am not owner of Delta Southern.

25. Identify all persons Plaintiffs contacted at Delta Southern in the last three years.

RESPONSE: I have no idea.

26. Identify all transactions Plaintiffs entered into with Delta Southern, including the transaction that is at issue in this suit, and identify all potential transactions Plaintiffs discussed with Delta Southern.

RESPONSE: I have no idea.

27. For each transaction and potential transaction Plaintiffs identified in response to Interrogatory No. 26, provide a brief summary of the nature of the transaction, including any equipment that was sold or exchanged in the transaction.

RESPONSE: I have no idea.

REQUESTS FOR PRODUCTION

1. Documents or materials relied upon or identified in responding to the above Interrogatories.

RESPONSE: See attached.

2. Documents or materials that support or form the basis of your alleged defenses in this matter.

RESPONSE: See attached.

3. Produce any and all documents evidencing the receipt, actual use, storage and disposition of either the 2015 Deutz-Fahr tractor, model 7250 Agrotron, serial number WSXV910200LD01109; 2015 Deutz-Fahr tractor, model 7250 Agrotron, serial number WSXV910200LD10724; or any tractor received or used by you in connection with any transaction involving Charles Schindler or Delta Southern (together, the "Equipment").

RESPONSE: None.

4. Documents and communications to, from, or concerning Charles Schindler and/or Delta Southern, including all text messages with Schindler.

RESPONSE: I am looking.

5. Documents and communications referencing or concerning Charles Schindler and/or Delta Southern.

RESPONSE: I am looking.

6. Communications between you and any other person(s) or entity(ies), that included Schindler and/or Delta Southern on the communication.

RESPONSE: I am looking.

7. Documents and communications to, from, or concerning FCL or CoBank concerning the transactions and circumstances at issue in FCL's Complaint.

RESPONSE: I am looking.

8. Communications between Plaintiffs and any other person that included an employee or agent of FCL or CoBank on the Communication, and concerning the transactions and circumstances at issue in FCL's Complaint.

RESPONSE: I am looking.

9. Documents and communications to, from, or concerning Kisco Leasing Company or L. Tucker McCormick.

RESPONSE: I am looking.

10. Documents and communications to, from, or concerning Northland Capital and concerning the transactions and circumstances at issue in FCL's Complaint.

RESPONSE: I am looking.

11. Documents and communications to, from, or concerning DLL, and concerning the transactions and circumstances at issue in FCL's Complaint.

RESPONSE: I am looking.

12. Documents and communications to, from, or concerning Bank of the West, concerning the transactions and circumstances at issue in FCL's Complaint.

RESPONSE: I am looking.

13. Photographs of the Equipment.

RESPONSE: I do not have.

14. Documents and communications, including any photographs, of any other equipment delivered to you, that you believe may be relevant to your claims or affirmative defenses.

RESPONSE: No idea how to answer this overbroad request.

15. Documents and communications that you plan to use as exhibits at trial in this case.

RESPONSE: I do not know yet. Plaintiff's exhibits for sure.

16. Documents and communications that you have provided to any expert who may testify in this case.

RESPONSE: None yet.

17. All agreements, lease documents, financing/refinancing documents, and related paperwork or other documents sent, offered, or otherwise presented to you by Charles Schindler and/or Delta Southern.

RESPONSE: You have this. I do not have anything else.

18. Documents you provided to or received from the Federal Bureau of Investigations, United States' Attorneys' Office, or any other government or law enforcement agency regarding Delta Southern and/or Charles Schindler, any transactions involving Delta Southern and/or Charles Schindler, the lease agreements or equipment at issue in this lawsuit, or any of the facts and circumstances concerning the claims and defenses asserted in this lawsuit.

RESPONSE: Objection as attorney-client privilege. I also have no idea.

REQUESTS FOR ADMISSION

1. Admit that Farm Credit Leasing is a federally chartered instrumentality of the United States with its principal place of business at 1665 Utica Avenue South, Suite 400, Minneapolis, Minnesota 55416.

RESPONSE: Denied.

2. Admit that Defendant is an individual citizen of the State of Arkansas residing at 138 Baxley Road, McRae, Arkansas 72102.

RESPONSE: Admitted.

3. Admit that This Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332.

RESPONSE: Denied.

4. Admit that Venue is appropriate in the Eastern District of Arkansas pursuant to 28 U.S.C. § 1391, because the Defendant resides, and the personal property at issue is located, in this district.

RESPONSE: Denied.

5. Admit that Farm Credit Leasing is engaged, among other things, in the business of leasing equipment and other personal property to businesses and sole proprietors in the agriculture industry. Defendant is a customer of Farm Credit Leasing who obtained possession of agriculture equipment from Farm Credit Leasing pursuant to a certain commercial equipment lease agreement.

RESPONSE: Denied.

6. Admit that on or about July 24, 2017, Defendant entered into a master equipment lease agreement with Farm Credit Leasing as evidenced by that certain Lease Agreement dated July 24, 2017, executed and delivered by Defendant in favor of Farm Credit Leasing (the "Master Lease"), for the purpose of leasing certain equipment more specifically identified in related lease schedules, pursuant to the terms and conditions as are more specifically identified therein. A true and correct copy of the Master Lease is attached as Exhibit 1 to the Complaint, and is incorporated by reference.

RESPONSE: Denied.

7. Admit that according to Paragraph 8 of the Master Lease, Defendant agreed that the equipment would remain at the address identified in the applicable lease schedule and that, according to Paragraph 9 of the Master Lease, "all Equipment¹ will only be used in [Defendant's] trade or business . . . in accordance with applicable operating instructions, laws, government regulations, and applicable insurance policies."

RESPONSE: Denied.

8. Admit that, pursuant to Paragraph 18 of the Master Lease, Defendant shall be in default if he:

- Shall fail to pay all or any part of a rental payment or other payment within 10 days after due and payable;
- Shall be in material default under any other agreement executed with Farm Credit Leasing at any time; or

¹ As defined therein.

- Shall be in material default under any obligation for the payment of borrowed money, for the deferred purchase price of property or any payment under any lease agreement.

RESPONSE: Denied.

9. Admit that Paragraph 19 of the Master Lease further provides that upon a default, Farm Credit Leasing shall have the right, in its sole discretion to exercise its remedies, which include, but are not limited to:

- Declaring the entire amount of rental and other charges due and to become due hereunder for the entire Lease Term immediately due and payable;
- Taking immediate possession of any and all Equipment without notice;
- Selling or leasing any Equipment or otherwise disposing, holding, or using such Equipment at Farm Credit Leasing's sole discretion;
- Demanding payment of all costs incurred by Farm Credit Leasing in the course of correcting any default (including attorneys' fees and costs);
- Exercising any other right or remedy available to Farm Credit Leasing under the Uniform Commercial Code or any other applicable law; and
- Recovering from Defendant an amount equal to the sum of:
 - Any accrued and unpaid rentals as of the date Farm Credit Leasing obtains possession of the Equipment following Defendant's default; plus
 - The present value of all future rentals reserved in the Lease² and contracted to be paid over the unexpired term of the Lease discounted at a rate equal to the 6 month U.S. Treasury Bill rate as of the repossession date; plus

² As defined therein.

- All costs and expenses incurred by Farm Credit Leasing in any repossession, recovery, storage, repair, sale, re-lease, or other disposition of the Equipment including reasonable attorney's fees resulting from Defendant's default; plus
- The present value of the estimated residual value of the Equipment as of the expiration of the Lease, discounted at a rate equal to the 6 month U.S. Treasury Bill Rate as of the repossession date; less the amount received by Farm Credit Leasing upon the sale or re-lease of the Equipment, if any.

RESPONSE: Denied.

10. Admit that on or about July 24, 2017, Defendant entered into a lease schedule with Farm Credit Leasing in connection with the Master Lease, as evidenced by that certain Schedule A identified as contract 001-0088777-000 dated on July 24, 2017, executed and delivered by Defendant in favor of Farm Credit Leasing (the "88777 Schedule"), for the purpose of leasing a Deutz Fahr Agrottron Tractor, model number 7250, serial number WSXV910200ID01109 (The "88777 Tractor"), pursuant to the terms and conditions as more specifically identified therein and that a true and correct copy of the 88777 Schedule is attached as Exhibit 2.

RESPONSE: Denied.

11. Admit that pursuant to the 88777 Schedule, Defendant agreed to make one payment of \$47,700.00 in July 2017, followed by five consecutive annual payments of \$46,829.17 commencing in July 2018. According to the plain language of the Master Lease and 88777 Schedule, Defendant's right to possession of the 88777 Schedule expires upon the earlier of the Defendant defaulting on the Master Lease or 88777 Schedule, or Farm Credit Leasing's receipt of

Defendant's final lease payment at the end of the term in August 2022. Defendant agreed to an end-of-lease residual and purchase option price of \$1.00.

RESPONSE: Denied.

12. Admit that although unnecessary because the transaction involving the 88777 Tractor was a lease under Article 2A of the UCC rather than a loan governed by Article 9 of the UCC, on or about July 25, 2017, Farm Credit Leasing caused a UCC-1 Financing Statement identifying the 88777 Tractor to be filed with the Arkansas Secretary of State, file number 40000152664452 (the "88777 Financing Statement") and that a true and correct copy of the 88777 Financing Statement is attached as Exhibit 3.

RESPONSE: Denied.

13. Admit that Defendant failed to adhere to his payment obligations under the 88777 Schedule and is in default. Accordingly, and pursuant to the terms and conditions set forth in the Master Lease, Farm Credit Leasing is entitled to recover the amounts due under the terms of the 88777 Schedule as of January 4, 2019, of not less than \$238,361.49, in addition to prejudgment interest, costs, legal expenses and reasonable attorneys' fees incurred, and Farm Credit Leasing is entitled to recover the 88777 Tractor.

RESPONSE: Denied.

14. Admit that on or about August 1, 2017, Defendant entered into an equipment lease agreement with Northland Capital Financial Services, LLC ("Northland Capital") as evidenced by that certain Equipment Master Lease Agreement dated August 1, 2017, identified as contract

number 16538-001, executed and delivered by Defendant in favor of Northland Capital (the "16538 Lease"; collectively with the Master Lease and 88777 Schedule, the "Leases"), for the purpose of leasing a 2015 Deutz Fahr Agrotron Tractor, model number 7250, serial number WSXV910200ID10724 (the "16538 Tractor"; together with the 88777 Tractor, the "Equipment"), pursuant to the terms and conditions as are more specifically identified therein. A true and correct copy of the 16538 Lease is attached as Exhibit 4 and is incorporated by reference.

RESPONSE: Denied.

15. Admit that subsequent to entering the 16538 Lease, Northland Capital assigned the 16538 Lease to Farm Credit Leasing as evidenced by that certain Participation Agreement by and between Northland Capital and Farm Credit Leasing dated July 14, 2009, and that certain Participation Certificate identifying the 16538 Tractor. A true and correct copy of the Participation Certificate evidencing the assignment to Farm Credit Leasing is attached as Exhibit 5 and is incorporated by reference.

RESPONSE: Denied.

16. Admit that according to Paragraph 8 of the 16538 Lease, Defendant agreed that he will "cause the Equipment³ to be installed, operated and maintained: (i) SOLELY FOR BUSINESS AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (ii) only in the ordinary course of [Defendant's] business . . . (iv) in accordance with applicable manuals and instructions"

³ As defined herein.

RESPONSE: Denied.

17. Admit that according to Paragraph 9 of the 16538 Lease, Defendant agreed that the 16538 Tractor would remain at the address identified in the 16538 Lease.

RESPONSE: Denied.

18. Admit that pursuant to Paragraph 16 of the 16538 Lease, Defendant shall be in default if:

- He fails to pay rent or any other sum to be paid under the 16538 Lease as and when due; or
- An event of default shall occur under any Lease or other obligation Defendant owes to Farm Credit Leasing.

RESPONSE: Denied.

19. Admit that paragraph 17 of the 16538 Lease further provides that upon a default, Farm Credit Leasing shall have the right, in its sole discretion, to exercise its remedies, which include but are not limited to:

- Declaring all amounts payable and to become payable to be immediately due and payable and to exercise all rights and remedies available in the 16538 Lease or otherwise available by law;
- Proceeding by appropriate court actions to enforce performance by Defendant or to recover from Defendant any and all damages and expenses which Farm Credit Leasing sustains by reason of Defendant's default or on account of Farm Credit Leasing's enforcement of remedies under the 16538 Lease, including without limitation reasonable attorneys' fees; and

- Taking possession of or disabling the 16538 Tractor.

RESPONSE: Denied.

20. Admit that pursuant to the 16538 Lease, Defendant agreed to make one payment of \$50,000.00 in August 2017, followed by five consecutive annual payments of \$46,481.68 commencing in July 2018. According to the plain language of the 16538 Lease, Defendant's right to possession of the 16538 Tractor expires upon the earlier of the Defendant defaulting on the 16538 Lease, or Farm Credit Leasing's receipt of Defendant's final lease payment at the end of the term in July 2022. Defendant agreed to an end-of-lease residual and purchase option price of \$101.00.

RESPONSE: Denied.

21. Admit that to perfect its interest in the 16538 Tractor, a UCC-1 Financing Statement identifying the 16538 Tractor was filed with the Arkansas Secretary of State on August 29, 2017, file number 40000154575899 (the "16538 Financing Statement"). A true and correct copy of the 16538 Financing Statement is attached as **Exhibit 6** and is incorporated by reference.

RESPONSE: Denied.

22. Admit that Defendant failed to adhere to his payment obligations under the 16538 Lease and is in default. Accordingly, and pursuant to the terms and conditions set forth in the 16538 Lease, Farm Credit Leasing is entitled to recover the amounts due under the terms of the 16538 Lease, as of January 4, 2019, of not less than \$232,509.40, in addition to prejudgment

interest, costs, legal expenses and reasonable attorneys' fees incurred, and Farm Credit Leasing is entitled to recover the 16538 Tractor.

RESPONSE: Denied.

23. Admit that as a consequence of Defendant's defaults, Farm Credit Leasing issued a Notice of Default to Defendant on January 24, 2019, and that a true and correct copy of the Notice of Default is attached as Exhibit 7. Defendant ignored Farm Credit Leasing's correspondence and failed to cure the defaults.

RESPONSE: Denied.

24. Admit that Defendant is in default and is in breach of the Leases. Consequently, Farm Credit Leasing is entitled to exercise its remedies afforded under the Leases and state law. Such remedies include, without limitation, recovering the total amounts due under the terms of the Leases as of January 4, 2019, of not less than \$470,870.89, plus prejudgment interest, costs, legal expenses and reasonable attorneys' fees incurred, and taking possession of the Equipment.

RESPONSE: Denied.

25. Admit that Farm Credit Leasing and Defendant are parties to the Leases, each of which constitutes an enforceable contract.

RESPONSE: Denied.

26. Admit that Farm Credit Leasing has performed all conditions precedent as required of it pursuant to the Leases.

RESPONSE: Denied.

27. Admit that Defendant has breached the Leases by failing to make the required payments due to Farm Credit Leasing.

RESPONSE: Denied.

28. Admit that as a direct and proximate result of Defendant's ongoing and uncured defaults, Farm Credit Leasing has suffered damages as of January 4, 2019, of not less than \$470,870.89, plus prejudgment interest, costs, legal expenses and reasonable attorneys' fees incurred, and it is entitled to possession of the Equipment.

RESPONSE: Denied.

29. Admit that Farm Credit Leasing leased the Equipment to Defendant, who received and utilized, and continues to utilize, the Equipment.

RESPONSE: Denied.

30. Admit that Demand has been made for payment but Defendant has failed and refused to make payment.

RESPONSE: Denied.

31. Admit that Defendant has been unjustly enriched in the amount of at least, as of January 4, 2019, of not less than \$470,870.89, plus prejudgment interest, costs, legal expenses and

reasonable attorneys' fees incurred, and it would be unjust for Defendant to retain the benefits received from Farm Credit Leasing without payment.

RESPONSE: Denied.

32. Admit that Pursuant to the terms and conditions of the Leases, Farm Credit Leasing is entitled to possession of the Equipment upon a default of Defendant's obligations to Farm Credit Leasing.

RESPONSE: Denied.

33. Admit that Defendant took possession of the Equipment at or about the time he executed acceptance certificates, as evidenced by that certain: (a) Delivery and Acceptance Certificate for the 88777 Tractor, executed by Defendant and dated July 24, 2017; and (b) Delivery and Acceptance Certificate for the 16538 Tractor, executed by the Defendant and dated August 25, 2017 (collectively, the "Delivery Certificates"), and that a true and correct copy of the Delivery Certificates are attached as Exhibit 8 and is incorporated by reference.

RESPONSE: Denied.

34. Admit that Defendant is in breach of his obligations under the Leases by failing to make the required payments due to Farm Credit Leasing.

RESPONSE: Denied.

35. Admit that Defendant has not cured the defaults under the Leases.

RESPONSE: Denied.

36. Admit that Defendant is no longer entitled to use and possess the Equipment, he is wrongfully detaining it, he is seriously impairing Farm Credit Leasing's ownership interest in the Equipment, and he is using the Equipment in a manner that is inconsistent with the parties' contractual arrangement.

RESPONSE: Denied.

37. Admit that the Equipment constitutes agricultural equipment that can be easily transferred, disassembled, separated, moved at will, concealed in numerous locations, and sold, all of which to frustrate the exercise of Farm Credit Leasing's bargained-for remedies.

RESPONSE: Denied.

38. Admit that the Equipment is of such a nature that is depreciate in value through continued use and as it ages. Thus, its resale value will steadily decline as it is used over a period of time. Farm Credit Leasing therefore expects that if Defendant continues to possess and use the Equipment, the value of Farm Credit Leasing's interest in the Equipment will steadily and irretrievable erode, which harms Farm Credit Leasing and its efforts to recover and preserve the economic usefulness of the Equipment.

RESPONSE: Denied.

39. Admit that Farm Credit Leasing is entitled to an order (i) directing Defendant to deliver, or cause to be delivered, the Equipment to a location to be designated by Farm Credit

Leasing, or such other locations as agreed by the parties; (ii) directing that the Equipment be immediately and permanently seized and taken from the possession of Defendant; and (iii) directing that the Equipment be delivered to Farm Credit Leasing or its designated agent

RESPONSE: Denied.

Respectfully Submitted,



John Ogles
Arkansas Bar No. 89003
Texas Bar No. 00797922
OGLES LAW FIRM, P.A.
200 S. Jeff Davis
P.O. Box 891
Jacksonville, AR 72078
(501) 982-8339
Facsimile (501) 985-1403
jogles@aol.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon the following party by Certified Mail, Return Receipt Requested, this 13 day of September, 2019, to:

Henry C. Shelton, III
ADAMS AND REESE LLP
Crescent Center
6075 Poplar Avenue, Suite 700
Memphis, Tennessee 38119



John Ogles

BLES LAW FIRM, PLC | Scott Bles, Attorney at Law**
900 W. Center St. ■ Beebe, Arkansas 72012
501-882-6599 | 866-423-3341 (Facsimile)

City Attorney Office: 201 W. Illinois ■ Beebe, Arkansas 72012 | 501-882-8132
Missouri Office: 5709 Telegraph Rd. ■ St. Louis, Missouri 63129 | 314-846-5005
Send Mail To: P.O. Box 995 ■ Beebe, Arkansas 72012
Email: office@bleslawfirm.com (Private) | sbles@beebeark.org (City)
Web Address: www.bleslawfirm.com

* Licensed in Arkansas & Missouri

+ Elected Beebe City Attorney

MAY 10, 2018

VIA FACSIMILE / CERTIFIED US MAIL
AS INDICATED DIRECTLY BELOW

Attn: Ms. Connie Weaver
DLL Financial Services, Inc.
Fax 515-334-5834

Farm Credit Services of America
PO Box 2409
Omaha, NE 68103-2409

Farm Credit Leasing
600 Highway 169 S,
Saint Louis Park, MN 55426

Attn: Ms. Michele Hiscock
Northland Capital
Fax 866-950-2111

First National Bank of Omaha
1620 Dodge Street
Omaha, Nebraska, 68197

Greetings,

I represent Todd Smith regarding the matters addressed herein.

In the spring of 2016 and thereafter, Todd entered into negotiations with one Charles Schindler, who held himself out as an agent of several business and financing entities, including your entity, to rent a tractor for Todd's farming operations. Todd did, in fact, rent a tractor by and through Schindler. Over the last year and a half, the following has occurred:

- Todd has had a series of in-person, verbal, and text communications with Charles Schindler, whereby Schindler made several commitments, promises, and statements regarding the transactions described herein that just don't add up.

- A tractor was delivered to Todd that had a specific ID number, but at least one alternative ID number was used by Schindler and others involved with the tractor lease over the last year and a half.
- There were a series of financing and refinancing agreements that Schindler had Todd sign, or tried to have Todd sign, that were supposed to set things right regarding the financing that corresponded to the tractor lease. In addition, there are documents in Todd's possession regarding financing which purport to bear Todd's signature, but bear a forged signature for Todd. Todd has checked his credit report and there are multiple financing companies related to this transaction that show hits on his credit report .
- The tractor has remained on Todd's property since the spring of 2016, and he has put minimal hours on the tractor.

Todd wants to turn the tractor over asap. You can contact my office to effectuate that transfer. Todd will turn over the tractor at or around the location of his chicken farm in McRae, Arkansas.

In addition, Todd and I are putting together a file that will either be used to either initiate civil litigation against the appropriate parties or to assist others in initiating civil litigation or federal criminal charges against the appropriate parties. Todd and I will be happy to assist you in any way.

Thanks for your time and attention to this matter.

Cordially,

Scott Bles

Scott Bles
Attorney at Law
ABN 97105 / MBN 65716

Cc: File
Encl/Atch: 0

BLES LAW FIRM, PLC | Scott Bles, Attorney at Law**
900 W. Center St. • Beebe, Arkansas 72012
501-882-6599 | 866-423-3341 (Facsimile)

City Attorney Office: 201 W. Illinois • Beebe, Arkansas 72012 | 501-882-8132
Missouri Office: 5709 Telegraph Rd. • St. Louis, Missouri 63129 | 314-846-5005
Send Mail To: P.O. Box 995 • Beebe, Arkansas 72012
Email: office@bleslawfirm.com (Private) | sbles@beebeark.org (City)
Web Address: www.bleslawfirm.com

* Licensed in Arkansas & Missouri

+ Elected Beebe City Attorney

July 26, 2018

VIA FACSIMILE & EMAIL ONLY

Ms. Donna Scepaniak
Accounts Receivable Associate
Northland Capital
FAX: 320-252-2111
EMAIL: DScepaniak@northlandcapital.com

RE: Todd W. Smith Default / Lease Agreement

Greetings,

I represent Todd Smith and his business operations. Please see the attached correspondence that was previously sent out to multiple creditors, including your company, regarding the issues at hand. The tractor in question was picked up on Todd's farm by Tractor Finders on June 9, 2018 at 945 AM.

Todd is in receipt of your company's attached default notice. Please immediately forward any and all documentation regarding this matter to my attention. Todd has had limited contacts from creditors regarding the fraud or frauds that were perpetrated on him. Of course, if civil litigation is initiated against Todd, he will vigorously defend himself, implead necessary third parties, and file all necessary claims and counterclaims to bring this matter to justice. Also, if there are any attempts to negatively impact Todd's credit, he will take all necessary action to correct those actions.

Thanks for your time and attention to this matter. Again, please immediately send me all documentation in your possession regarding this matter.

Cordially,

Scott Bles

Scott Bles
Attorney at Law
ABN 97105 / MBN 65716

Cc: File; Tucker McCormick
Encl/Attch: 2



NORTHLAND CAPITAL
— EQUIPMENT FINANCE —

Received via USPS
07/23/2018

July 19, 2018

Todd W. Smith
138 Baxley Road
Mc Rae, AR 72102

RE: Contract No. 16538-001

NOTICE OF DEFAULT

This letter will serve as notice that pursuant to paragraph 16 of the above referenced equipment lease, an Event of Default has occurred by virtue of your failure to maintain your contract. **Immediately cease use of the equipment listed in Schedule A on page 2. Immediate payment of \$50,017.84 is required to bring your account current to cure the default.**

If the default is not cured by **July 29, 2018**, Northland Capital hereby terminates the lease and demands immediate payment of the following pursuant to paragraph 16 of the lease.

Lease Receivable Balance	\$232,408.40
Residual	\$101.00
Late Fees	\$3,486.13
2018 Estimated Property Tax	\$1,959.39
Default Fee	<u>\$50.00</u>
Total	\$238,004.92

Upon termination, Northland Capital may exercise its non exclusive right to repossession of the equipment pursuant to paragraph 16 of the lease. If the equipment is repossessed and sold, you will be responsible for any deficiency.

We encourage you to resolve this problem by bringing your account current. If you fail to cooperate and Northland Capital terminates the lease, you will be responsible for all costs of collection and repossession.

Sincerely,

Donna Scepaniak
Accounts Receivable

SCHEDULE A

Quantity

Equipment

SN#:

1

2015 Deutz Fahr 7250 Agrotion Tractor

WSXV910200ID10724

OGLES LAW FIRM, P.A.

200 S. Jeff Davis - P.O. Box 891

Jacksonville, Arkansas 72078

(501) 982-8339

Facsimile (501) 985-1403

jogles@aol.com

John Ogles

Licensed in Arkansas and Texas

February 6, 2020

Henry C. Shelton, III
Adams and Reese LLP
6075 Poplar Avenue, Suite 700
Memphis, TN 38819

Re: Farm Credit Leasing Services Corporation v. Todd Weldon Smith;
USDC No. 4:19-cv-280-KGB

Dear Mr. Shelton:

Enclosed find text messages my client obtained by downloading an app on his phone to retrieve text messages. Amended Answer Request for Production No. 4: See attached.

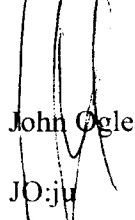
I am also enclosing bank statements Mr. Smith has with CoBank for June, November and December 2019. Amended Answer to Request for Production No. 7: See attached. You do not have permission to share the bank documents with anyone outside of your law firm.

This is the way it is going to be with my client. He lives an hour and a half away, is in bad health, and is legally blind.

In any event, we have provided already more documents than you. The Plaintiff has not provided one document in discovery.

I will file a motion to shorten time to answer my relevant, discoverable second set of discovery today.

Sincerely,



John Ogles

JO:ju

cc: Todd Weldon Smith

EXHIBIT



From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Chicken house equipment that I was referring to in my bids is cool cells ,feeders, waterers n heaters. Looks like some of your Lewis equipment is what I was planning on later, after I get the construction rolling	Aug 6, 2015 3:21 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I would prefere if you had insurance on it For time you rent it Just in case Amount 265 thousand Payable to Tcf finiacial Deutz tractor 7250 Year 2014	Aug 6, 2015 3:31 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Wsxx910200ld10720	Aug 6, 2015 4:58 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° 662 592 5223	Aug 6, 2015 5:03 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° You still in tractor lease business?	Apr 11, 2016 10:26 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Yes sir what do you need I can sort it	Apr 11, 2016 11:20 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Sorry , not goid service,, probably 2 to 300 hrs,, front weights,, creeper trans,, big pto,, pretty quickly	Apr 11, 2016 11:56 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Update me more on what you need I can sort this out How many hp I have one here that 275 hp	Apr 16, 2016 8:00 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° It like you used last time I could work s lease Purchase with buy back in 11 months	Apr 16, 2016 8:01 AM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Same deal I run with jeff	Apr 16, 2016 8:01 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Sorry for delayed response	Apr 16, 2016 8:01 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° How many hours, n how much \$?	Apr 20, 2016 4:20 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° 300 hours 11 months 10 thousand I do a guarantee buy back like I do jeff He on his 3 rd tractor in three years Lewis I do the same I do same for you will work good	Apr 20, 2016 6:35 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Full covered in wareentku	Apr 20, 2016 6:36 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Warrenty	Apr 20, 2016 6:36 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I have one I can get you next week	Apr 20, 2016 6:51 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Tom I can bring you a tractor next week if you want one I have one ready to move across just like u used last season	Apr 21, 2016 6:31 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Lol,, todd,, been crazy busy back n forth lawyer n title company,, courthouse,, geeting chicken houses closed next week,, wirk on it tonight	Apr 21, 2016 6:40 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° How much will it cost if I go over 300 hours,, n how much \$ worth of insurance required?	Apr 22, 2016 11:09 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° How many hours do you need	Apr 22, 2016 11:10 AM

From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Not real sure, but just curious if went over 30 or 40 hours	Apr 22, 2016 11:13 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Be 32 a hour I think you still owe me some from last time or did you pay jeff This tractor I can sort for you how soon would you need it	Apr 22, 2016 11:15 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Depend on when you want a check. Hoping to close loan middle of next week ,,, I did not pay Jeff,,, was 13 or 14 hours	Apr 22, 2016 11:18 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I will Fia the tractor for you you have a guarantee buy back from me 11 months or 300 hours I have done three like this with jeff Money will not need to come tell end of the hours usage that how I work it with all the rest of my customer	Apr 22, 2016 11:34 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° When you bringing it?	Apr 22, 2016 4:40 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Next week we sort it I have to get your credit info I call you Monday	Apr 22, 2016 4:40 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I am here when you get here	Apr 27, 2016 7:48 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Got sumthin from bank of the west,, 46,000 an payment. I assume that's all correct then your buy-back contract kicks in. What's the plan on tractor?	May 4, 2016 8:50 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Yes sir	May 4, 2016 8:50 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Tractor ready?	May 4, 2016 10:08 AM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° All most breaks were sorted yearwday	May 4, 2016 10:10 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° We ready to go to work	May 6, 2016 10:34 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Looking for a truck	May 6, 2016 10:52 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Truck said he haul it I need address not sure what day he hauling it	May 9, 2016 9:45 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° 4700 Hwy 367, McRae Arkansas, 72102 Shop yard is right there, used to be a truck stop, old building still there	May 9, 2016 1:05 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° If it later in week might have to switch to Brandon shop,, we are leaving Thursday ,, my son's college graduation	May 9, 2016 1:13 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° What the plan	May 20, 2016 4:30 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° We had a death in the family I am sorry funeral today and everything got missed up Boys will be there Monday parts are in they got in this morning	May 20, 2016 4:31 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I am sorry grandfather passed and funeral today everything will be back to normal very soon	May 20, 2016 4:31 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Sorry for your family's loss	May 20, 2016 4:44 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° It been harsh I am sorry Hospice for a long time	May 20, 2016 4:53 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Jx.b .ccust	May 20, 2016 4:57 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Y'all still working on getting a big 1000 pto shaft for me?	Jul 21, 2016 4:00 PM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Have it at shop I told Christian were it is we get it over to you	Jul 21, 2016 4:00 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Great	Jul 21, 2016 4:01 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Do you know what's Chris got figured out on a pto sensor on this tractor?	Oct 25, 2016 1:17 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Not sure sorry i ask him and get back	Oct 25, 2016 1:24 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Yall ever find a pto sensor?	Oct 27, 2016 5:19 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Not sure he was working on it	Oct 27, 2016 5:20 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Ever figure out on getting pto sensor n shaft?	Dec 7, 2016 1:35 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I check with Christians sorry	Dec 7, 2016 1:37 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Ever figure out on getting pto sensor n shaft?	Dec 21, 2016 2:56 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° How's things going? Todd Smith	Feb 6, 2017 3:33 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I call you in a little while are you broke down	Feb 7, 2017 3:35 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Sorry tied up Service Tec that way tommorow	Feb 7, 2017 3:36 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Pto never has worked.. sensor I loaned Christian that 1000rpm shaft too	Feb 7, 2017 3:37 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I check I follow	Feb 7, 2017 3:39 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° When can we talk about tractor/lease? Todd Smith	Feb 23, 2017 3:08 PM

From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Thx	Feb 23, 2017 3:12 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I call you tommorow	Feb 23, 2017 3:13 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Whats the plan?	Mar 2, 2017 9:07 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I am calling you on Monday to go over all of this I am tied up all week like crazy	Mar 2, 2017 10:04 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Should work... we are shipping birds Monday	Mar 2, 2017 10:04 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Ok	Mar 2, 2017 10:15 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° You forgot me..lol	Mar 8, 2017 1:18 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Sort of not really I call you in morning Sick kid sorry	Mar 8, 2017 1:20 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° I was wore out frum shipping chickens anyway	Mar 8, 2017 1:22 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Hard on a old fat man like me..lol	Mar 8, 2017 1:23 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Big job	Mar 8, 2017 1:23 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I am down with flu Voice is about gone I be in ms on Monday and call you	Mar 10, 2017 8:31 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Hope you get to feel better	Mar 10, 2017 8:31 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Thanks	Mar 10, 2017 8:33 AM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Good morning

Can I call you
This afternoon

Mar 14, 2017
7:38 AM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° Yes.. be great

Mar 14, 2017
7:42 AM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Jill beck

Ag direct

Jill.beck@agdirect.com

That were it needs to go

Thanks

He spoken with her

Make sure he sends good stuff
to her

Mar 14, 2017
11:11 AM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° Done

Mar 14, 2017
11:23 AM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° Dll?

Mar 14, 2017
12:23 PM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° I sent it over to dll also

Mar 14, 2017
12:23 PM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° K.. i visited with clay. He had 2
loans to send Jill

Mar 14, 2017
12:24 PM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Agri credit

Mar 14, 2017
12:24 PM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Yes it showed two 30 days she
could use it

Mar 14, 2017
12:27 PM

If we get dll to call him maybe
he can say it not late

I told dll call other bank is all
good there

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Jill said see if you could
Just send good stuff nothing
late

Mar 14, 2017
12:35 PM

That would work

Let me no

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

Mar 14, 2017
12:35 PM

)

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Going to be in the air couple
hours soon

Mar 14, 2017
12:35 PM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° Spoke with lee @ Southern
Bank.. if Jill will call n ask for
Lindy Hopper she will get that
reports for her
870-698-1414
Southern Bank
Batesville AR

Mar 14, 2017
1:25 PM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° I emailed a screenshot of that
text to Jill also..
I haven't done any business
with clay in a couple years.

Mar 14, 2017
1:32 PM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° Did Jill get what she needed?

Mar 15, 2017
10:34 AM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° I got you approved with dll

Mar 15, 2017
10:36 AM

All sorted

I get paper work

And get over

To make sure it all sorted

May be next week we see

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° But I. Will be there

Mar 15, 2017
10:36 AM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I be over first thing in the morning Can you meet me at airport	Mar 19, 2017 6:25 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Can not get off phone be late more like 9 30	Mar 20, 2017 8:40 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I leaving now	Mar 20, 2017 8:40 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° [Attachment 412] Ryan At H.x-vcard	Mar 20, 2017 9:56 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Got our new baby chickens today.. Guess all ok on tractor deal?	Mar 23, 2017 4:04 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° All good hope all good on baby chicks that be big chicks soon	Mar 24, 2017 7:30 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Thanks	Mar 24, 2017 7:39 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° What are are your plans on that 1000 rpm pto shaft that Christian borrowed n bad pto sensor? I thought Christian said he had sensor.	Apr 27, 2017 3:04 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Todd smith	Apr 27, 2017 3:04 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Christian gone I think there is a sensor for sure Pto shaft ryan ordering they thought we had that also	Apr 27, 2017 3:07 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° K.. was texting ryan a day or two ago n he wasn't sure. But he says tractor went out of warranty in October	Apr 27, 2017 3:08 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Could be thF not you issue it mine	Apr 27, 2017 3:10 PM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I still cover it for now	Apr 27, 2017 3:10 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° I got a invoice from BNP leasing.. is that a legit invoice ?	Apr 27, 2017 3:11 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Not sure send me a copy of it please	Apr 27, 2017 3:13 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170427_151816_14933243041 60.jpg	Apr 27, 2017 3:18 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° My insurance guy faxing coverage info to DLL today	Apr 27, 2017 3:37 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Sounds good Trying to sale the tractor Had one man wanted it trying to get him approved Get done with it	Apr 27, 2017 3:40 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Did you figure out the deal on that BNP leasing ?	Apr 28, 2017 9:47 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Have not looked. But will this morning	Apr 28, 2017 9:59 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Did you figure anything out on that invoice on BNP leasing ?	May 1, 2017 2:04 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Yes it sorted out all is good I think I have that tractor sold maybe	May 1, 2017 2:33 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Ryan asking bout putting that pto sensor on Wednesday? Wanted to pick one up from you or order..he said he gonna contact you	May 1, 2017 2:34 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Let's get it on he and I will talk	May 1, 2017 2:36 PM

From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	Received another BNP Leasing invoice and states past due. Do you know what's going on with that?	May 19, 2017 9:56 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	It sorted I promise I sent it all in with wrong again info It be sorted next week correct It been re taken care of	May 19, 2017 9:59 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	K. Thx..	May 19, 2017 12:22 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	Y'all floating over there yet ?	Jun 23, 2017 1:50 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	Not yet	Jun 23, 2017 2:38 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	Would you call me	Jun 30, 2017 1:04 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	I will it be a little while in the air If it about payment it they applied sent it back for no location I have sorted it	Jun 30, 2017 1:25 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	Collection call,, BNP	Jun 30, 2017 3:21 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	I dealing with it Sorry	Jun 30, 2017 3:25 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	We are about to get chicken house financing finalised n all,, just not needing a bad credit report turned in this week from bnp	Jul 3, 2017 10:56 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	Will sort	Jul 3, 2017 11:04 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	BNP calling again,, i missed her call,, I'm dont know what to tell her	Jul 6, 2017 10:59 AM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I have it sorted By first of week	Jul 6, 2017 1:18 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° You get bnp fixed?	Jul 10, 2017 1:48 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Not yet but I will in next 48 hours it be sorted	Jul 10, 2017 1:51 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Can we talk for a few min	Jul 11, 2017 4:17 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° T hx	Jul 11, 2017 4:18 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Can I call you in a few	Jul 11, 2017 4:20 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Dll taken care of	Jul 11, 2017 5:21 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Thanks	Jul 11, 2017 5:37 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° You get BNP happy yet ?	Jul 12, 2017 4:52 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Not yet but real dam close I promise You hear from dll any more	Jul 12, 2017 6:20 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° All gal at dll wanted was to confirm contact info for her internal audit,, that was yesterday,, no contact since that	Jul 12, 2017 8:27 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Name Julie	Jul 12, 2017 8:30 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Barb	Jul 12, 2017 8:31 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Did you get fixed?	Jul 14, 2017 9:03 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Will good news it will be today or Monday That good news	Jul 14, 2017 9:09 AM

From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Did it work out yet?	Jul 17, 2017 2:15 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Bnp acct ? Or dll?	Jul 17, 2017 2:16 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ Sending it Can you confirm your account with me so I do not screw this up again	Jul 17, 2017 2:18 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ Account number Bill if you have it please	Jul 17, 2017 2:18 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ [Unknown message status] [Attachment not found] Screenshot_20170717-141756_1 500319119994.png	Jul 17, 2017 2:18 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Snapshot of email from collection lady	Jul 17, 2017 2:19 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Benicia ph #	Jul 17, 2017 2:22 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ [Unknown message status] [Attachment not found] Screenshot_20170717-142030_ 1500319295686.png	Jul 17, 2017 2:22 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ She @ bnp	Jul 17, 2017 2:23 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ That work?	Jul 17, 2017 3:23 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Is bnp happy yet?	Jul 18, 2017 1:44 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ They should have it Tommorow it been sent	Jul 18, 2017 2:20 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ All go ok?	Jul 21, 2017 11:07 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ That why i call,,he was sittin in my driveway	Jul 21, 2017 11:11 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ I think all good Also dll may come over have they. Been over	Jul 21, 2017 11:11 AM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° That fine tell him you know about note everything and all is good Be nice and positive	Jul 21, 2017 11:14 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° There doing there audit	Jul 21, 2017 11:14 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Everything go good with dll	Jul 21, 2017 11:24 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° All seemed good,, gotta ck serial # on contract, didnt match his paper,, visited awhile,, Said they periodically select a dealer and audit	Jul 21, 2017 12:24 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Will all good with them if we have wrong SN that a mistake Any thing else did he say	Jul 21, 2017 1:04 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° All eric said was it was just routine n sounded like he was heading home south to Shreveport thru lonoke	Jul 21, 2017 1:13 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170721_134840_1500663019 665_001.jpg	Jul 21, 2017 1:50 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170721_135501_15006633180 94_001.jpg	Jul 21, 2017 1:55 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Fwd from eric @ dll,, I have WSXV910200LD10724	Jul 21, 2017 2:07 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170721_153936_1500669674 615_001.jpg	Jul 21, 2017 3:41 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Can you call me	Jul 24, 2017 12:36 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Hellwo	Jul 24, 2017 1:44 PM

From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	Sorry meant to sending to my son,, lol	Jul 24, 2017 1:47 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	* I spoke to you all good	Jul 24, 2017 1:48 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	* I refianing that tractor So we do not have to screw with dll	Aug 2, 2017 7:59 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	* Sorry,, was shipping chikins,, U get any confirmation from BNP ? I not heard,	Aug 4, 2017 9:37 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	* All good I see you next week	Aug 4, 2017 9:51 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	* Dll called bout amendments form changing serial #,,, do i need to just send that in so paperwork be correct?	Aug 4, 2017 9:51 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	* Craig? I spoke with tucker @ kisco yestiday	Aug 4, 2017 9:54 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	* I like to move it Craig. Has it sorted I go over it next week when I come Dll is a pain	Aug 4, 2017 9:56 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	* You said something about this week.. I gotta take my mom to eye specialist in little rock this Thursday.. will leave by 10am n won't be back till prob 4 pm..	Aug 8, 2017 1:06 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	* It be Friday or Monday if that works First week of school	Aug 8, 2017 1:10 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	* 10-4	Aug 8, 2017 1:18 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	* Figure it out?	Aug 9, 2017 4:18 PM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Hey it Charles Phone and car got stolen just got it all back been a week	Aug 18, 2017 11:13 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° 10-4 todd	Aug 18, 2017 11:20 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° BnP guy ,, beck,, left me message about a late fee,, 4 thousand n somethin,, do you know?	Aug 18, 2017 2:21 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Hell no. But I sort it You around Tuesday I have this other paper work for you I be over Monday night	Aug 18, 2017 2:33 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° 10-4,, Tuesday good	Aug 18, 2017 4:22 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Hey can we meet tommirow after noon	Aug 21, 2017 3:42 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Got to pick grandson up at 2:30 in beebe at school an take him to vision therapy at 3:15 @ searcy,, finished at 4 pm in searcy,, Can we work around that?	Aug 21, 2017 3:44 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° 4 be just fine meet you at 4	Aug 21, 2017 3:58 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Airport?	Aug 21, 2017 4:01 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° 10-4	Aug 21, 2017 4:01 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Yes sir	Aug 21, 2017 4:04 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° I can be some early.. gkids appt changed sime	Aug 22, 2017 2:39 PM

From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	<p>° Sounds good I M running over to Billy trips store to pick up something be back in 30 mins</p> <p>We can meet at 3 14</p>	Aug 22, 2017 2:42 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° On way back to airport	Aug 22, 2017 2:52 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Omw	Aug 22, 2017 2:54 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° K	Aug 22, 2017 2:57 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° Here	Aug 22, 2017 3:12 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170721_153936_1503492472 266_001.jpg	Aug 23, 2017 7:47 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Thanks	Aug 23, 2017 7:49 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Sorry been busy I have asked them to change the sn number they be sorting it I keep you posted thanks	Aug 24, 2017 1:10 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° K	Aug 24, 2017 2:58 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° As soon as I get it I call you and we email it and get it signed setting here working on it now	Aug 24, 2017 2:58 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Everything sorted out now on sn number	Aug 25, 2017 12:35 PM
	Sent to insurance also	
	All is good	
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170721_153936_1503492472 266_001_1503932453664_1503 946440783.jpg	Aug 28, 2017 1:54 PM

From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° He calling you	Aug 28, 2017 2:02 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I k	Aug 28, 2017 2:21 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I am dealing with the man he just called me	Aug 30, 2017 2:47 PM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° I think i missed a call from BNP... you got it?	Aug 30, 2017 2:52 PM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° On other line will call you in a few	Aug 31, 2017 9:16 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° I am trying to call	Aug 31, 2017 10:12 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Bad area trying to cal you back Could hear you when you just called calling back now	Aug 31, 2017 10:22 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	° Just spoke to him send me a pic of the tractor four pictures And the sn number in craved on front axel of the machine Up by front left tire if you standing in front I need to confirm this to them	Aug 31, 2017 10:44 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170831_111513_15041962060 33_001.jpg	Aug 31, 2017 11:17 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170831_111458_15041962073 13_001.jpg	Aug 31, 2017 11:17 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170831_111436_15041962089 48_001.jpg	Aug 31, 2017 11:17 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	° [Unknown message status] [Attachment not found] 20170831_111419_15041962108 53_001.jpg	Aug 31, 2017 11:17 AM

From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ [Unknown message status] [Attachment not found] 20170831_111304_15041962631 07_001.jpg	Aug 31, 2017 11:17 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ Got it will send over	Aug 31, 2017 11:23 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ You get?	Aug 31, 2017 11:26 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ Yesterday old man been talking to him sent him all details Will can him soon	Sep 1, 2017 9:27 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ I call him	Sep 1, 2017 9:28 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ You talk to bnp?	Sep 1, 2017 9:32 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Jim @ Bank of the West 415-217-4293	Sep 1, 2017 9:33 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ Just spoke with him His old man and I are working on inspection He happy Said he and I would talk next week	Sep 1, 2017 9:37 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ He call yesterday	Sep 1, 2017 9:39 AM
From Charles Schindler, Deutz (859) 963-6035 To todd smith (501) 940-3475	◦ I just spoke with jim and the other old man is dick Clark	Sep 1, 2017 9:40 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Bnp fellow had left message bout needin to talk with you	Sep 1, 2017 9:44 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Someone told me you have smaller tractors. You still have?	Sep 5, 2017 11:52 AM
From todd smith (501) 940-3475 To Charles Schindler, Deutz (859) 963-6035	◦ Inside chicken housrs	Sep 5, 2017 12:12 PM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Branson's I have full line

Sep 5, 2017
12:17 PM

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° You get all that bnp fixed ?

Sep 5, 2017
4:37 PM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° I think so

Oct 11, 2017
9:42 AM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Have you heard from them

Oct 11, 2017
9:42 AM

From Charles Schindler, Deutz (859)
963-6035
To todd smith (501) 940-3475

° Sorry sent to someone else

Oct 11, 2017
9:42 AM

Went to you

Was sending to jeff

From todd smith (501) 940-3475
To Charles Schindler, Deutz (859) 963-6035

° Thought bnp was gone

Oct 30, 2017
2:50 PM



Delta Southern Chemical, LLC



May 21 at 9:25pm ·

Charles Schindler can be reached at the following numbers:

(850)374-7926 OR (251)
654-2289

New business physical
and mailing address:
C/O Charles Schindler
and Panhandle Marble
923 Skipper Avenue
Ft. Walton Beach, FL
32545

Send Message



923 Skipper Avenue
Ft. Walton Beach, FL
32545



1

Send Message





1665 Utica Ave S.
Suite 400
Minneapolis, MN 55416

00000239 TCCN29851 01 001000
Attn: Accounts Payable
Todd W Smith
138 Baxley Road
McRae, AR 72102

INVOICE NUMBER:	
INVOICE DATE:	06/05/2019
PAGE NO:	1
CUSTOMER:	
Customer Service Center: 1-800-444-2929 Hours: 6:00 AM - 6:00 PM (Mountain Time) Monday through Friday. Send Correspondence Other Than Payments To: Attn: Customer Service PO Box 16330 Minneapolis, MN 55416 Or Email To: custserv@cobank.com	

Reflects Receipts Through 06/04/2019

Payments Due Upon Receipt Of Invoice. 1.5% Late Charge On All Unpaid Balances

Contract Number	Date Due - Charge Type	Rental / Miscellaneous Charges	Sales/Use Tax	Late Charges	Total
001-0088777-000	06/25/2019-2018 Property Tax White Cnty	1,766.59			1,766.59
	05/30/2019-Late Charges			702.44	702.44
	04/30/2019-Late Charges			702.44	702.44
	03/30/2019-Late Charges			702.44	702.44
	03/02/2019-Late Charges			702.44	702.44
	01/30/2019-Late Charges			702.44	702.44
	12/30/2018-Late Charges			702.44	702.44
	11/30/2018-Late Charges			702.44	702.44
	10/30/2018-Late Charges			702.44	702.44
	09/30/2018-Late Charges			702.44	702.44
	08/30/2018-Late Charges			702.44	702.44
	07/30/2018-Late Charges			702.44	702.44
	07/25/2018-Rental	46,829.17			46,829.17
	CONTRACT TOTAL				56,322.60

Keep UPPER PORTION for your records.

Please return LOWER PORTION with your payment.

GCAN-5880000
Attn: Accounts Payable
Todd W Smith
138 Baxley Road
McRae, AR 72102



INVOICE NUMBER:	
INVOICE DUE DATE:	06/25/2019
TOTAL DUE	56,322.60

USE ENCLOSED ENVELOPE AND MAKE
CHECK PAYABLE TO:

Farm Credit Leasing
NW 9675
PO Box 1450
Minneapolis, MN 55485

00000239-0000294-0001-0002-TCCN2985100-01-L



1665 Utica Ave S.
Suite 400
Minneapolis, MN 55416

INVOICE NUMBER:	1000000
INVOICE DATE:	06/05/2019
PAGE NO:	2
CUSTOMER:	1000000

Contract Number	Invoice / Payment Due	Invoice / Payment Due	Invoice / Payment Due	Invoice / Payment Due	Total
431908	1/1/2015 / DEUTZ FARMER / 7250	Agriport / Tractor			

Invoice Total 56,322.60

If you are paying a different amount than listed on this invoice, please let us know and include a copy of your invoice when mailing your payment.
Access your invoice online through the CoBank FCL Leasing Portal more than 2 weeks before your due date. Contact Customer Service to set up your Leasing Portal account today. We also offer invoices with asset detail; please contact Customer Service for more information.

00000239-0000295-0002-0002-TCN2985100-01-L





1665 Utica Ave S.
Suite 400
Minneapolis, MN 55416

00000229 TCCN29851 01 001000
Attn: Accounts Payable
Todd W Smith
138 Baxley Road
McRae, AR 72102

INVOICE NUMBER:	10921799
INVOICE DATE:	12/05/2019
PAGE NO:	1
CUSTOMER:	5299996
Customer Service Center: 1-800-444-2929 Hours: 6:00 AM - 6:00 PM (Mountain Time) Monday through Friday.	
Send Correspondence Other Than Payments To: Attn: Customer Service PO Box 16330 Minneapolis, MN 55416 Or Email To: custserv@cobank.com	

Reflects Receipts Through 12/04/2019

Payments Due Upon Receipt Of Invoice. 1.5% Late Charge On All Unpaid Balances

Contract Number	Date Due - Charge Type	Rental / Miscellaneous Charges	Sales/Use Tax	Late Charges	Total
001-0088777-000	11/30/2019-Late Charges			1,404.88	1,404.88
	10/30/2019-Late Charges			1,404.88	1,404.88
	09/30/2019-Late Charges			1,431.37	1,431.37
	08/30/2019-Late Charges			1,431.37	1,431.37
	07/30/2019-Late Charges			1,431.37	1,431.37
	07/25/2019-Rental	46,829.17			46,829.17
	06/30/2019-Late Charges			728.94	728.94
	05/30/2019-Late Charges			702.44	702.44
	04/30/2019-Late Charges			702.44	702.44
	03/30/2019-Late Charges			702.44	702.44
	03/02/2019-Late Charges			702.44	702.44
	01/30/2019-Late Charges			702.44	702.44
	12/30/2018-Late Charges			702.44	702.44
	11/30/2018-Late Charges			702.44	702.44
	10/30/2018-Late Charges			702.44	702.44
	09/30/2018-Late Charges			702.44	702.44
	08/30/2018-Late Charges			702.44	702.44
	07/30/2018-Late Charges			702.44	702.44

Keep UPPER PORTION for your records.

Please return LOWER PORTION with your payment.

001-0088777-000
Attn: Accounts Payable
Todd W Smith
138 Baxley Road
McRae, AR 72102



INVOICE NUMBER:	10921799
INVOICE DUE DATE:	11/30/2019
TOTAL DUE	109,217.99

USE ENCLOSED ENVELOPE AND MAKE
CHECK PAYABLE TO:

Farm Credit Leasing
NW 9675
PO Box 1450
Minneapolis, MN 55485

00000229-0000276-0001-0002-TCCN2985101-01-L



1665 Utica Ave S.
Suite 400
Minneapolis, MN 55416

INVOICE NUMBER:	
INVOICE DATE:	12/05/2019
PAGE NO:	2
CUSTOMER:	

Contract Number	Date Due - Charge Type	Rental / Miscellaneous Charges	Sales/Use Tax	Late Charges	Total
	07/25/2018-Rental	46,829.17			46,829.17
	CONTRACT TOTAL				109,217.99
Asset Number	Asset Qty / Year / Mfg. / Model / Equip. Desc.	Serial Number	Driver		Unit
431906	1 / 2015 / DEUTZ FAHR / 7250 Agrotion / Tractor	WSXV910200ID01109			

Invoice Total 109,217.99

If you are paying a different amount than listed on this invoice, please let us know and include a copy of your invoice when mailing your payment.
Access your invoice online through the CoBank FCL Leasing Portal more than 2 weeks before your due date. Contact Customer Service to set up your Leasing Portal account today. We also offer invoices with asset detail; please contact Customer Service for more information.

00000229-0000277-0002-0002-TCCN2985101-01-L





1665 Utica Ave S.
Suite 400
Minneapolis, MN 55416

00000242 TCCN29851 01 001000
Attn: Accounts Payable
Todd W Smith
138 Baxley Road
McRae, AR 72102

INVOICE NUMBER:	4670000
INVOICE DATE:	11/05/2019
PAGE NO:	1
CUSTOMER:	
Customer Service Center: 1-800-444-2929 Hours: 6:00 AM - 6:00 PM (Mountain Time) Monday through Friday.	
Send Correspondence Other Than Payments To: Attn: Customer Service PO Box 16330 Minneapolis, MN 55416 Or Email To: custserv@cobank.com	

Reflects Receipts Through 11/04/2019

Payments Due Upon Receipt Of Invoice. 1.5% Late Charge On All Unpaid Balances

Contract Number	Date Due - Charge Type	Rental / Miscellaneous Charges	Sales/Use Tax	Late Charges	Total
001-0088777-000	10/30/2019-Late Charges			1,404.88	1,404.88
	09/30/2019-Late Charges			1,431.37	1,431.37
	08/30/2019-Late Charges			1,431.37	1,431.37
	07/30/2019-Late Charges			1,431.37	1,431.37
	07/25/2019-Rental	46,829.17			46,829.17
	06/30/2019-Late Charges			728.94	728.94
	05/30/2019-Late Charges			702.44	702.44
	04/30/2019-Late Charges			702.44	702.44
	03/30/2019-Late Charges			702.44	702.44
	03/02/2019-Late Charges			702.44	702.44
	01/30/2019-Late Charges			702.44	702.44
	12/30/2018-Late Charges			702.44	702.44
	11/30/2018-Late Charges			702.44	702.44
	10/30/2018-Late Charges			702.44	702.44
	09/30/2018-Late Charges			702.44	702.44
	08/30/2018-Late Charges			702.44	702.44
	07/30/2018-Late Charges			702.44	702.44
	07/25/2018-Rental	46,829.17			46,829.17

Keep UPPER PORTION for your records.

Please return LOWER PORTION with your payment.

Attn: Accounts Payable
Todd W Smith
138 Baxley Road
McRae, AR 72102

INVOICE NUMBER:	4670000
INVOICE DUE DATE:	10/30/2019
TOTAL DUE	107,813.11

USE ENCLOSED ENVELOPE AND MAKE
CHECK PAYABLE TO:

Farm Credit Leasing
NW 9675
PO Box 1450
Minneapolis, MN 55485

00000242-0000292-0001-0002-TCCN2985101-01-L



1665 Utica Ave S.
Suite 400
Minneapolis, MN 55416

INVOICE NUMBER:	1070003
INVOICE DATE:	11/05/2019
PAGE NO:	2
CUSTOMER:	

Contract Number	Date Due / Charge Type	Rental / Miscellaneous Charges	Sales/Use Tax	Late Charges	Total
	CONTRACT TOTAL				107,813.11
Asset Number	Asset Qty / Year / Mfg. / Model / Equip. Desc.	Serial Number	Driver		Unit
431906	1 / 2015 / DEUTZ FAHR / 7250 Agrotion / Tractor	WSXV9102001D01109			

Invoice Total 107,813.11

If you are paying a different amount than listed on this invoice, please let us know and include a copy of your invoice when mailing your payment.
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00000242-0000293-0002-0002-TCN2985101-01-L



DR. DAWN PHILLIPS
FORENSIC DOCUMENT EXAMINER

29 Countrywood Street
Cabot Arkansas 72023
(501)940-2665

February 14, 2020

Mr. John Ogles
Ogles Law Firm, P.A.
200 South Jeff Davis
P.O. Box 891
Jacksonville, AR 72076

RE: Todd Smith, et al. Mr. John Ogles

The following report is issued regarding the above referenced matter. Should you require additional services, please contact me as needed.

Respectfully,

Dr. Dawn Phillips
Forensic Document Examiner

EXHIBIT C

Report of Findings

Evidence Inventory:

Exhibit Q-1-A: Page one of Exhibit 8: One unknown generation scanned photocopy of “CoBank” Delivery and Acceptance Certificate dated July 25, 2017 containing the questioned signature of Todd W. Smith.

Exhibit Q-1-B: Page two of Exhibit 8: One unknown generation scanned photocopy of “Northland Capital” Delivery and Acceptance Certificate dated August 25, 2017 containing the questioned signature of Todd W. Smith.

Exhibit K-1: K-3: Unknown generation scanned photocopies of purported known handwriting of Todd W. Smith hereinafter referred to as K-1. Exhibits K-1-a through K-1-I were obtained from Linda Hartwick’s report.

K-1-A: Unknown generation scanned photocopy of document titled “U.S. Department of Agriculture Financing Statement dated March 30, 2000.

K-1-B: Unknown generation scanned photocopy of Alcoa Community Federal Credit Union Loan and Security Agreement and Disclosure Statement dated 7/24/2017. **This document was not written by the same person who wrote the remaining known handwriting submitted for analysis.**

K-1-C: Unknown generation scanned photocopy of document titled “Mortgage (continued) page 9, Laon No.: 4994455 dated 30 November 2018.

K-1-D: Unknown generation scanned photocopy of Misc. document 2018-03672.

K-1-E: Unknown generation scanned photocopy of document titled “MTG2017-12501 dated 7/13/17.

K-1-F: Unknown generation scanned photocopy of document titled “MISC2017-4968 (two pages) dated march 14, 2018.

K-1-G: Unknown generation scanned photocopy of document titled “MTG2016-08570, dated 5/4/2016.

K-1-H: Unknown generation scanned photocopy of document titled “MTG2016-06462 date Mar 29 2016.

K-1-I: Unknown generation scanned photocopy of document titled “MISC2015-12666 dated 26 May 2015.

K-1-J: Collected known handwriting exemplars of Todd W. Smith executed in my presence on February 4, 2020.

Request for Analysis:

Determine whether the date entries and maker signature entries appearing on Exhibit Q-1-A and Exhibit Q-1-B were written by Todd W. Smith, K-1.

Examinations Performed:

A comprehensive comparative analysis was performed between Exhibits K-1-A through K-1-J, to ascertain if the purported known handwriting of Todd W. Smith submitted for analysis was authored by the same writer.

A comprehensive comparative analysis between the maker signature entries of Todd Smith appearing on Exhibit Q-1-A and Q-1-B was performed to determine if the questioned entries were written by the same author.

A comprehensive comparative analysis was performed between Exhibits K-1-A, K-1-C through K-1-J, and the questioned maker signature entries appearing on Exhibit Q-1-A and Q-1-B.

Results of Analysis:

The following results of analysis are based on the evidence submitted obtained from Lynda Hartwick report as well as those collected on February 4, 2020.

The known handwriting entries submitted to Lynda Hartwick, were NOT all written by the same author. Specifically, K-1-B was NOT written by the same author as the remaining known handwriting samples purported to be that of Todd W. Smith. Ms. Hartwick utilized this exemplar in her comparative analysis of questioned documents.

Todd W. Smith, (K-1) did NOT write the questioned "Todd W. Smith" maker signature entry on Exhibit Q-1-A, nor did K-1, write the questioned "25" and "2017" numerical date entries on Exhibit Q-1-A.

The same person who wrote the questioned "Todd Smith" maker signature entries on Exhibits 1 through Exhibit 3, already dismissed, wrote the questioned "Todd Smith" entry on Exhibit Q-1-A.

Todd Smith could not be identified as the author of Exhibit Q-1-B as there were fundamental differences discovered when completing a comparative analysis between the known handwriting and questioned entries; thus, precluding Todd Smith, K-1, as the author. The questioned "Todd Smith" maker signature entry appears to be that of a simulation, meaning another author attempted to simulated (i.e. draw) an original Todd Smith signature.

The questioned 08-25-17 numerical date entries appearing on Exhibit Q-1-B were not written by Todd W. Smith; however, do appear to share common authorship with whomever wrote the questioned date entries on Exhibit Q-1-A.

Dawn D. Phillips FDE

Forensic Document Examiner

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS**

Farm Credit Leasing Services Corporation,

Plaintiff,

v.

Todd Weldon Smith,

Defendant.

Case No.:4:19-cv-19-280-KGB

**PLAINTIFF FARM CREDIT LEASING SERVICES CORPORATION'S
RESPONSES TO DEFENDANT'S SECOND SET OF DISCOVERY REQUESTS**

Plaintiff Farm Credit Leasing Services Corporation ("FCL") responds to Defendant Todd Weldon Smith's ("Defendant") Second Set of Discovery Requests as follows:

REQUEST FOR PRODUCTION NO. 1: Produce for copying and inspection all files and documents you have regarding Defendant, Delta Southern, and Charles Schindler including all criminal files and internal investigations.

RESPONSE: FCL objects to this request as overbroad, unduly burdensome, and seeking information that is irrelevant and/or not proportional to the needs of the case, in that it requests all files FCL has regarding Delta Southern and Charles Schindler, without limiting the request to documents related to Defendant or the transactions at issue in this litigation. FCL further objects to this request to the extent it seeks materials protected by the attorney/client privilege and/or work product doctrine. Also, FCL objects to the extent this request seeks confidential, proprietary information. Subject to and without waiving these objections, FCL will produce responsive, non-privileged documents related to the transaction at issue in this lawsuit.

REQUEST FOR PRODUCTION NO. 2: Produce for copying and inspection all files, documents and information received from any federal or state crime investigation or prosecution of Charles Schindler or anyone regarding Plaintiff's complaint but not limited to Plaintiff's complaint.

RESPONSE: FCL objects to this request to the extent it seeks materials protected by the attorney/client privilege and/or work product doctrine. In addition, FCL objects because the phrase "regarding Plaintiff's complaint but not limited to Plaintiff's complaint" is vague, ambiguous, and contradictory. Subject to and without waiving these objections, FCL will produce non-privileged, relevant documents responsive to this request.

REQUEST FOR PRODUCTION NO. 3: Produce for copying and inspection all text messages concerning Charles Schindler and Delta Southern.

RESPONSE: FCL objects to this request as overbroad, unduly burdensome, and seeking information that is irrelevant and/or not proportional to the needs of the case, in that it requests all text messages concerning Charles Schindler and Delta Southern, without limiting the request to text messages related to Defendant or the transactions at issue in this litigation. FCL further objects to this request to the extent it seeks materials protected by the attorney/client privilege and/or work product doctrine. Subject to and without waiving these objections, FCL is not aware of any text messages related to Defendant or the transactions at issue in this litigation in its possession, custody, or control.

REQUEST FOR PRODUCTION NO. 4: Produce for copying and inspection all communications between Plaintiff and Co Bank.

RESPONSE: FCL objects to this request as overbroad, unduly burdensome, and seeking information and material that is irrelevant and/or not proportional to the needs of

the case in that it seeks every communication between FCL and its parent company, CoBank, without any restriction as to the subject matter of the communications sought. Responding to this request as written would require review and production of a massive amount of documents that have no relevance to this case whatsoever. The request is also overbroad and unduly burdensome in that it is not limited to any particular time period that may be relevant to this litigation. FCL further objects to this request to the extent it seeks confidential, proprietary, and/or trade secret information and materials protected by the attorney/client privilege and work product doctrine. FCL will not produce any documents in response to this request.

REQUEST FOR PRODUCTION NO. 5: Produce for copying and inspection all documents and communications between Kisco Leasing Company, L. Tucker McCormick, Northland Capital, LLC, and Bank of the West.

RESPONSE: FCL is not aware of any responsive documents in its possession, custody or control.

REQUEST FOR PRODUCTION NO. 6: Produce for copying and inspection all pictures of the subject equipment regarding Plaintiffs complaint.

RESPONSE: FCL is not aware of any responsive documents in its possession, custody or control.

REQUEST FOR PRODUCTION NO. 7: Produce for copying and inspection all documents, communications, including any photographs you believe to be relevant to Plaintiff's claims.

RESPONSE: FCL objects to this request as duplicative of prior requests for production and to the extent it seeks FCL's confidential and/or proprietary documents.

Over Defendant's objection, FCL has sought a protective order from the Court to protect the confidential and proprietary nature of such documents. FCL has collected and will produce relevant, responsive documents to this request upon the Court's ruling on its motion for protective order.

REQUEST FOR PRODUCTION NO. 8: Produce for copying and inspection all documents you provided to or received from the Federal Bureau of Investigation, United States Attorneys' Office, or any other government or law enforcement agency regarding Delta Southern and/or Charles Schindler, any transactions involving Delta Southern and/or Charles Schindler, the lease agreements or equipment at issue in this lawsuit, or any of the facts and circumstances concerning the claims and defenses asserted in this lawsuit.

RESPONSE: FCL will produce non-privileged, relevant documents responsive to this request and relating to the transaction at issue in this lawsuit.

Dated: March 6, 2020

By: /s/ Julie Scheipeter

Andrew J. Scavotto, Admitted *Pro Hac Vice*

Julie C. Scheipeter, Admitted *Pro Hac Vice*

STINSON LLP

7700 Forsyth Blvd., Ste. 1100

St. Louis, MO 63105

(314) 863-0800

andrew.scavotto@stinson.com

julie.scheipeter@stinson.com

Henry C. Shelton, III (8207)

ADAMS AND REESE LLP

6075 Poplar Avenue, Suite 700

Memphis, TN 38819

(901) 523-8311

hank.shelton@arlaw.com

**ATTORNEYS FOR FARM CREDIT LEASING
SERVICES CORPORATION**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing documents was forwarded to attorneys for Defendant this 6th day of March, 2020.

By: /s/ Julie Scheipeter

Julie C. Scheipeter (Admitted Pro Hac Vice)

**ATTORNEYS FOR FARM CREDIT
LEASING SERVICES CORPORATION**

U.S. Department of Justice - VNS - Investigative Case 29O-JN-2756390 - Court Case 19-CR-00001

From: U.S. Department of Justice - VNS (fedemail@vns.usdoj.gov)

To: toddwsmithfarms@yahoo.com

Date: Friday, May 24, 2019, 10:51 AM CDT

DO NOT REPLY TO THIS EMAIL.

U.S. Department of Justice
Northern District of Mississippi
900 Jefferson Avenue
Oxford, MS 38655
Phone: (662) 234-3351
Fax: (662) 234-0657

May 24, 2019

Todd Smith

Re: Case Number 2018R00070 and Court Docket Number 19-CR-00001

Dear Todd Smith:

The enclosed information is provided by the United States Department of Justice Victim Notification System (VNS). As a victim witness professional, my role is to assist you with information and services during the prosecution of this case. I am contacting you because you were identified by law enforcement as a victim or potential victim during the investigation of the above criminal case.

It is helpful for the Court to know the impact of this crime on its victims. In an effort to provide this information to the Court, we are enclosing a Victim Impact Statement. If you choose to complete a statement, please forward it to:

United States Attorneys Office
Northern District of Mississippi
900 Jefferson Avenue
Oxford, MS 38655

This is one way the Court can hear your concerns as they relate to the crime. A United States Probation Officer may also contact you in an effort to obtain additional victim impact information. Victim impact information is generally not public information; however, under criminal law and procedures, all information contained in your questionnaire will be disclosed to the defendant and his attorney.

Through the Victim Notification System (VNS) we will continue to provide you with updated scheduling and event information as the case proceeds through the criminal justice system. You may obtain current information about this case on the VNS website at <https://www.notify.usdoj.gov> or from the VNS Call Center at 1-866-DOJ-4YOU (1-866-365-4968) (TDD/TTY: 1-866-228-4619) (International: 1-502-213-2767). In addition, you may use the Call Center or Internet to update your contact information and/or change your decision about participation in the notification program.

You will use your Victim Identification Number (VIN) [REDACTED] and Personal Identification Number (PIN) [REDACTED] anytime you contact the Call Center and the first time you log into VNS on the website. If you are receiving notifications with multiple victim ID/PIN codes please contact the VNS Call Center. In addition, the first time you access the VNS website, you will be prompted to enter your last name (or business name) as currently contained in VNS. The name you should enter is Smith.

Remember, VNS is an automated system and cannot answer questions. If you have other questions which involve this matter, please contact this office at the number listed above.

Sincerely,

Jorge Torres
Victim Witness Coordinator

If you do not want to receive email notifications from the Victim Notification System (VNS) please log into the VNS Web site at <https://www.notify.usdoj.gov>, select "My Information", remove your email address and click the "update" button. If you remove your email address, you will continue to receive letters from VNS except in those case which have large numbers of victims. To change your email address, select "My Information", provide a new address and click the "update" button.

If you do not want to receive any notifications in your case, select "Stop Receiving Notifications" and follow the instructions on the screen.

If you believe you have received this email in error, please contact the office listed at top of the email message.

Please note, if this is the first notification you have received from VNS you will need to wait 4-8 hours from receipt of this email before you can login to the VNS Internet site (<https://www.notify.usdoj.gov>). In addition, it will also be 4-8 hours before any documents which may have been uploaded to VNS as part of this notification are available under the "Downloads/Links" section on the Web page.

Please call the Victim Notification System (VNS) Help Desk at phone number 1-866-625-1631 for assistance and questions.

EXHIBIT E